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DESOTO COUNTY, MS
MISTY HEFFNER, CH CLK

THIS INSTRUMENT WAS PREPARED BY AND IS RETURNABLE TO: TED M. WINESTONE, ATTY, 5384 POPLAR AVE., SUITE 414
MEMPHIS, TN 38119, (901) 682-3775

CONSTRUCTION LAND DEED OF TRUST

The Grantor is: D.V. Corporation, a Mississippi Corporation, 6933 Grey Hawk, Olive Branch, MS 38654,
Phone: 901-461-3639, hereinafter designated as "Debtor"

The Grantee/Trustee is: Ted M. Winestone, Trustee, 5384 Poplar Avenue, Suite 414, Memphis, TN 38119
Phone: 901-682-3775

The Beneficiary is: The David and Rebecca Corporation, 5384 Poplar Avenue, Suite 414, Memphis, TN
38119, Phone: 901-682-3775, hereinafter designated as "Secured Party"

WITNESSETH:

WHEREAS, Debtor is indebted to secured Party in the full sum of **Five Hundred Forty Thousand and 00/100 Dollars (\$ 540,000.00)** evidenced by a promissory note of even date herewith in favor of Secured Party, bearing interest from date at the rate specified in the note, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below: **Payment in full due on or before 5/17/2018.**

It is expressly understood and agreed that the maker of this note shall have the right to prepay this indebtedness at any time without penalty.

NOW, THEREFORE, in consideration of the existing and future indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the County of Desoto, State of Mississippi:

Lots 38, 59, 88, 90 and 114, 1st Revision, Lauderdale Estates Subdivision, located in Section 18, Township 2 South, Range 7 West, in Desoto County, Mississippi as recorded on Plat Book 102, Page 34 in the office of the Chancery Court Clerk of Desoto County, Mississippi

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor and any other indebtedness which Debtor may now or hereafter owe to Secured Party with interest which Secured Party may make to protect its interest in the property herein conveyed.

This instrument is a construction mortgage. It is also a Uniform Commercial Code Financing Statement which is being filed as a fixture filing. Debtor is the record owner of the real estate. The collateral is described in this instrument and certain of the collateral described herein is or is to become a fixture or fixtures on the real estate herein.

The Debtor (Grantor) and the Secured Party have entered into a Construction Loan Agreement and any violation of any provision of said Construction Loan Agreement shall constitute a default of the loan secured herein.

Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

The Beneficiary or any holder of the indebtedness secured hereby made, at pleasure, appoint any other person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part hereof is endangered as security for the indebtedness secured hereby, he make take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the highest rate allowable by law and be secured by this instrument.

Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

NOW, THEREFORE, in consideration of the existing and future indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the County of Desoto, State of Mississippi:

Lots 38, 59, 88, 90 and 114, 1st Revision, Lauderdale Estates Subdivision, located in Section 18, Township 2 South, Range 7 West, in Desoto County, Mississippi as recorded on Plat Book 102, Page 34 in the office of the Chancery Court Clerk of Desoto County, Mississippi

Dated this 17th day of May, 2016.

BY: D.V. Corporation
Dennis Morgan
 Dennis Morgan, President



STATE OF TENNESSEE
 COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid Dennis Morgan, President of Debtor, the above named D.V. Corporation, a Mississippi Corporation, who acknowledged that for and on its behalf he signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 17th day of May, 2016.

My commission expires:

Dana L. Winters
 Dana L. Winters, Notary Public

3/19/19